BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

Volume-I

SECTION –GCC (GENERAL TERMS AND CONDITIONS)

ENQUIRY No. CEE/BMAZ South/24-25/ENQ NO:06

Definitions:

a) '**The Contract**' means the **Agreement** entered into between Owner/Employer and Agency/Bidder as per the Contract Agreement signed by the Parties including all attachments, annexures and appendices there to and all Documents incorporated by reference therein.

b) '**Owner/Employer/**' shall mean the **Bangalore Electricity Supply Company Limited (BESCOM)** and shall include their Legal Representatives, Successors and Assigns.

c) '**Agency' or 'Bidder**' shall means the individual Bidder.

d) The term '**Contract Price**' shall mean the Lump Sum Price comprised of Unit Price quoted by the Agency/Bidder (including applicable taxes) in his Bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire Scope of the Works.

e) Void

f) **'Notice of Award of Contract'/'Letter of Award /Letter of Intent'** shall mean the Official Notice issued by the Owner/Employer notifying the Agency/Bidder that his Bid has been accepted.

g) '**Date of Contract**' shall mean the date on which Notice of Award of Contract/ Letter of Award has been issued.

h) **'Month'** shall mean the Calendar Month. **'Day'** or **'Days'** unless herein otherwise expressly defined shall mean Calendar Day or Days of 24 Hours each. '**A Week'** shall mean continuous period of Seven (7) Days.

i) '**Writing**' shall include any Manuscript, Type Written, Computer Generated or Printed Statement, under or over Signature and/or Seal, as the case may be.

j) Words imparting the **Singular only** shall also include the **Plural** and vice-versa where the Context so requires.

k) Words imparting **'Persons'** shall include Firms, Companies, Corporation and Associations or Bodies of individuals, whether incorporated or not.

l) **"Bidding Documents"**: Means Information & Instructions, General Conditions of Contract, Technical Specifications, Drawings and other Annexures included in Sections ITB, GCC, TS.

1. Application:

These General Conditions shall apply to the extent that they are not superseded by Provisions in other Parts of the Contract.

1. Contract Documents

The term Contract Documents shall mean and include the following which shall be deemed to form an integral part of the Contract:

A. Invitation of Bid including letter forwarding the Bidding Documents, Instructions to Bidders, General Terms and Conditions of Contract and all other Documents.

B. Specifications of the work under the Contract as brought out in the accompanying SCOPE OF WORK.

C. Firm's Bid Proposal and the Documents attached thereto including the Letters of Clarifications thereto between the Firm and BESCOM prior to the Award of Contract except to the extent of repugnancy.

D. All the Literature, Data and Information of any sort given by the Firm along with their Bid, subject to the approval of BESCOM.

E. Letter of Award and any agreed variations of the Conditions of the Documents if any.

In the event of any conflict between the above mentioned Documents, the matter shall be referred to The Chief Engineer, BMASZ whose decision shall be considered as final and binding upon the Parties.

All the relevant Information/ Material furnished by the Firm such as Specifications, Design, Literature, Drawings or any other Data during the course of Contract will become the Property of BESCOM and BESCOM will have full rights to use the same elsewhere.

2. Use of Contract Documents and Information

The Firm shall not, without the BESCOM's prior written consent, disclose the Contract, or any provision thereof, or any information furnished by or on behalf of the BESCOM in connection therewith, to any Persons other than a Person employed by the Firm in the Performance of the Contract. Disclosure to any such employed Persons shall be made in confidence and shall extend only so far, as may be necessary for purposes of such Performance.

The Firm shall not, without the BESCOM's prior written consent, make use of any Document or information enumerated in various Contract Documents except for purpose of performing the Contract.

The Firm shall not communicate or use in Advertising, Publicity, Sales Releases or in any other Medium, Photographs or other reproduction of the Works under this Contract, or descriptions of the Site, Dimensions, Quantity, Quality or other information, concerning the Works unless prior written permission has been obtained from the BESCOM.

Any Document, other than the Contract itself, enumerated in various Contract Documents, shall remain the property of the BESCOM and shall be returned (in all copies) to the BESCOM on Completion of the Firm's Performance under the Contract, if so required by the BESCOM.

3. Confidentiality

The Bidder and their Personnel shall not disclose any proprietary or confidential information relating to the operations, the services or business of BESCOM without the prior written consent of BESCOM. The technical information, drawings, specifications and other related data and documents forming part of the “Contract” are property of BESCOM and shall not be used for any other purpose, except for execution of the Contract.

4. Law Governing of Contract

The Contract, shall in all respects be constructed and governed according to Indian Laws. The Courts of Bangalore shall have exclusive jurisdiction in all matters arising under this Contract.

5. Manner of Execution of Contract

The Contract, unless otherwise agreed to, shall be signed within 15 days of the notification of the Letter of Intent, at the Office of The Chief Engineer, BMASZ, BESCOM at Bangalore, on a date and time to be mutually agreed to. The Firm shall provide for signing of the Contract, Performance Guarantee in Four Copies, appropriate Power of Attorney and other requisite Materials. In case the Contract is to be signed beyond the stipulated time, the Bid Security submitted with the proposal shall be extended accordingly.

The Agreement shall be signed in Duplicate and the Firm shall be provided with one signed copy and BESCOM will retain the Original.

6. Enforcement of terms

The failure of either Party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be constructed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either Party of any of its rights herein shall not preclude or prejudice either Party from exercising the same or any other right it may have under the Contract.

7. Completion of Contract

Unless otherwise terminated under the provisions of any other relevant Clause, this Contract shall be deemed to have been completed on the expiry of the Contract Period as provided under the

Clause- 2.4. The Chief Engineer, BMASZ, BESCOM, shall reserve the right to terminate the contract and recover liquidated damages by forfeiting the performance guarantee submitted.

8. Guarantees & Liabilities

9.1 Time - the essence of Contract

The Time and the Date of Completion of the Contract as stipulated in the Contract by the BESCOM without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Firm shall so organise their resources and perform their Work as to complete it not later than the date agreed to.

During the Performance of the Contract, if in the opinion of the The Chief Engineer, BMASZ, BESCOM,, proper progress is not maintained, suitable changes shall be made to ensure proper progress without any Cost implication to BESCOM. The Chief Engineer, BMASZ, BESCOM, reserves the right to request for change in the work schedule.

9.1 Effectiveness of Contract:

The Contract shall be considered as having come into force from the date of the issuance of Work Award unless otherwise provided in the Notification of Award.

9.2 Liquidated Damages

The Chief Engineer, BMASZ, BESCOM, may accept the manpower services provided by agency assessing the Liquidated damages for shortcomings in requirement of manpower against the agency as per provisions of scope of works and such assessed amounts shall be deducted from the Contract price or otherwise recovered. Liquidated damages will be levied against delay in providing manpower services and to execute the works as defined in the IFB subject to maximum of 10% of the total contract value.

Liquidated Damages for not meeting Performance Guarantees shall be assessed and recovered from the Firm. Such Liquidated Damages shall be without any limitation whatsoever and shall be in addition to Damages, if any, payable under any other Clause of Condition of Contract. BESCOM shall reserve the right to terminate the contract and recover liquidated damages by forfeiting the performance guarantee submitted by you.

9.3 Penalty

a. Penalty would be deducted from the applicable payments. All applicable penalties will be in addition to Liquidated Damages. Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day.

b. In case the agency fails to provide the services of manpower from the date of contract order, a penalty at the rate of ½% per week subject to a maximum of 10% of the remuneration payable had they been provided will be deducted from the amount to be paid to the Agency for the delayed deployment of manpower to the C O&M sub- divisions of BESCOM. BESCOM shall have a very right to terminate the contract without any liability if the cumulative penalty crosses 10% and en-cash the Bank guarantee.

c. The Agency shall disburse salary to its deployed manpower if any, latest by 7th of every month, failing which bidder will be penalized ₹. 1,000/- per day subject to maximum of ₹. 25,000/- per month and the contract shall be liable to be terminated. Performance Bank Guarantee shall be forfeited and Bank guarantee will be enchased. The BESCOM will have the power to appoint any other agency for the manpower services at the risk and cost of the Agency.

d. In case the Agency fails to fulfill the minimum statutory requirements (ESI/EPF) as per the terms and conditions of the contract order and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Agency is liable to be blacklisted by the BESCOM, in addition to forfeiting of the monthly bills and Performance Security Deposit.

e. In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Agency failing to provide requisitioned number of manpower, The Chief Engineer, BMASZ, BESCOM, shall make deductions at double the rate of hiring rate on pro rata basis from the bills preferred by the Agency or that may become due to the Agency under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the BESCOM.

9.4 Guarantee

The Firm shall warrant that the work / deliverable executed by them will be in accordance with the Contract Documents and are free from any errors / defects.

In the event of any error / defect occurring or identified by BESCOM for any deliverable, BESCOM shall notify the firm for rectification of the same within the contract validity period.

9.5 Taxes, Permits & Licenses

The Firm shall be liable and pay Taxes, Duties, and Levies, lawfully assessed against BESCOM or the Firm in pursuance of the Contract. In addition, the Firm shall be responsible for Payment of all Indian Duties, Levies and Taxes lawfully assessed against the Firm for their Personal Income and Property.

9.6 Patent Right and Royalties:

Royalties and Fees for Patents covering Articles, Intellectual property or Processes used in the Works shall be deemed to have been included in the Contract Price. The Firm shall satisfy, all demands that may be made at any time for such Royalties or Fees and they alone shall be liable for any Damages or Claims for Patent infringements and shall keep the BESCOM indemnified in that regard. The Firm shall, at their own Cost and expense, defend all Suits or Proceedings that may be instituted for alleged infringement of any Patents involved in the Works and, in case of an Award of Damages, the Firm shall pay for such Award. In the event of any Suit or other Proceedings instituted against the BESCOM, the same shall be defended at the Cost and expense of Firm who shall also satisfy/comply with any Decree, Order or Award made against the BESCOM. Final Payment to the Firm by the BESCOM will not be made while any such Suit or Claim remains unsettled.

9.7 **Defense of Suits**

If any action in Court is brought against BESCOM or Engineer or an Officer or Agent of BESCOM, for the failure, omission or neglect on the part of the Firm to perform any Acts, Matters, Covenants or things under the Contract, or for Damage or injury caused by the alleged omission or negligence on the part of the Firm, their Agents, Representatives or their Sub-Firms, or in connection with any Claim based on lawful demands of Sub-Contractors, Workmen, Suppliers or Employees, the Firm shall in all such cases indemnify and keep BESCOM, and the Engineer and/or their Representative, harmless from all losses, Damages, expenses or Decrees arising of such action.

9.8 **Limitation of Liabilities**

The Bidder shall be liable to BESCOM for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Bidder and its employees, including loss caused to BESCOM on account of deficiency in Services or any other Deliverables on the part of Bidder or its agents or any person / persons claiming through or under said System Integrator. However, such liability of Bidder under this Agreement shall not exceed 100% of the Total Value of the Project. Except as otherwise provided herein, in no event shall either Party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, lost savings, death, IP infringement) nor for any third party claims, even if it has been advised of their possible existence.

This limitation of liability provided in this Clause shall not limit the Bidders liability for the indemnity obligations as agreed in this Agreement.

9.9 **Engineer's Decision**

In respect of all matters which are left to the decision of The Chief Engineer, BMASZ, BESCOM, including the granting or with-holding of the Certificates, the The Chief Engineer, BMASZ, BESCOM, shall, if required to do so by the Firm, give in writing a decision thereon.

If, in the opinion of the Firm, a decision made by the Engineer is not in accordance with the meaning and intent of the Contract, the Firm may file with the Engineer, within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Engineer's decision and the decision shall become final and binding.

It is the intent of the Agreement that there shall be no delay in the execution of the Works and the decision of the Engineer as rendered shall be promptly observed.

9.10 Power to Vary or Omit Work:

No Alterations, Amendments, Omissions, Suspensions or Variations of the Works (hereinafter referred to as 'Variation') under the Contract as detailed in the Contract Documents, shall be made by the Firm except as directed in writing by the BESCOM, but The Chief Engineer, BMASZ, BESCOM, shall have full powers, subject to the provisions hereinafter contained, from time to time, during the execution of the Contract, to issue Notice in writing to instruct the Firm to make such Variation without prejudice to the Contract. The Firm shall carry out such Variation and be bound by the same conditions as far as applicable as though the said Variations occurred in the Contract Documents. If any suggested Variations would, in the opinion of the Firm, if carried out, prevent them from fulfilling any of their obligations or Guarantees under the Contract, they shall notify the BESCOM thereof in writing and the BESCOM shall decide forthwith whether or not, the same shall be carried out and if the BESCOM confirms their instructions, the Firm's obligations and Guarantees shall be modified to such an extent as may be mutually agreed to. Any agreed difference in Cost occasioned by any such variation shall be added to or reduced from the Contract Price as the case may be.

In the event of The Chief Engineer, BMASZ, BESCOM, requiring any Variation, a reasonable and proper Notice shall be given to the Firm to enable them to Work their arrangement accordingly.

In any case in which the Firm has received instructions from the BESCOM as to the requirement of carrying out the Alterations or Additions or Substitute which either then or later on, will, in the opinion of the Firm, involve a Claim for additional Payment, the Firm shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the BESCOM to that effect. But the BESCOM shall not become liable for the Payment of any charges in respect of any

such Variations, unless the instructions for the Performance of the same shall be confirmed in writing by the Engineer.

If any variation in the Works results in reduction of Contract Price, the Parties shall agree, in writing, as to the extent of any change in the Price, before the Firm proceeds with the Change.

In all the above cases, in the event of a disagreement as to the reasonableness of the said Sum, the decision of The Chief Engineer, BMASZ, BESCOM, shall prevail.

Notwithstanding anything stated above in this Clause, The Chief Engineer, BMASZ, BESCOM, shall have the full power to instruct the Firm, in writing, during the execution of the Contract to vary the Quantities of the items or groups of items in accordance with the provision of Clause 3.2.12- Change of Quantity below. The Firm shall carry out such Variations and be bound by the same conditions as though the said Variations occurred in the Contract Documents. However, the Contract Price shall be adjusted at the rates and the Prices provided for the Original Quantities in the Contract.

9.11 Change of Quantity

During the execution of the Contract, **The Chief Engineer, BMASZ, BESCOM, reserves the right to increase or decrease the Quantities of resource under the Contract but without any change in unit Price or other Terms and Conditions.** Such Variations, unless otherwise specified in the accompanying Bid document and or Technical Specifications, shall not be subjected to any limitations for the individual items but the total Variation in all such items under the Contract shall be limited to a percentage of the Contract Price. BESCOM reserves the right to increase or decrease the ordered quantity by **25% of the Value of the Contract** during the contract period. The firm shall provide the services of resources, if ordered, at the same agreed rates for respective categories as per contract.

The Contract Price shall accordingly be adjusted based on the Unit Rates available in the Contract for the change in Quantities as above. The base Unit Rates, as identified in the Contract shall however remain constant during the currency of the Contract.

9.12 Co-Operation with other Contractors and Consulting Engineers

The Firm shall agree to cooperate with BESCOM's other Contractors and Consulting Engineers and freely exchange with them such Technical information as is necessary to obtain the most efficient and economical Design and to avoid unnecessary duplication of efforts. The Engineer shall be provided with of all correspondence addressed

by the Firm to other Contractors and Consulting Engineers of BESCOM in respect of such exchange of Technical information.

9.13 No Waiver of Rights

Neither the inspection by BESCOM or the Engineer or any of their Officials, Employees, or Agents, nor any Order by BESCOM or the Engineer for Payment of money or any Payment for or acceptance of the whole or any part of the Works by BESCOM or the Engineer, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any provision of the Contract, or of any power herein reserved to BESCOM or any right to Damages herein provided nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

9.14 Certificate not to affect right of BESCOM and liability of Firm

No interim Payment Certificate of the Engineer, nor any Sum paid on account by BESCOM, nor any extension of time for execution of the Works granted by the Engineer shall affect or prejudice the rights of BESCOM against the Firm or relieve the Firm of their obligation for the due Performance of the Contract, or be interpreted as approval of the Works done or of the Equipment furnished and no Certificate shall create liability for BESCOM to pay for alterations, amendments, variations or additional Works not Ordered, in writing, by the Engineer or discharge the liability of the Firm for the Payment of Damages whether due, ascertained, or certified or not or any Sum against the Payment of which they are bound to indemnify BESCOM, nor shall any such Certificate nor the acceptance by them of any Sum paid on account or otherwise affect or prejudice the rights of BESCOM against the Firm.

9.15 Manpower skills:

a. Successful Bidder will ensure to deploy qualified competent resources to carry out the work as specified in this Contract.

b. Successful Bidder will also ensure the quality of work

a. CV’s of manpower deployed to each category of resource should be submitted. The total requirements of manpower services on Contract basis to [C,O&M] sub-divisions FTNC Cell of in BESCOM Jurisdiction is 107 in numbers. **However any changes will be as per the clause 9.12 of GCC.**

In the interest of BESCOM services, the total requirements of Providing 107 numbers of manpower services to [C,O&M] sub-divisions

FTNC Cell of South, & West, in BMAZ South, BESCOM, Bangalore. However any changes will be as per the provisions of KTPP Act.

10.0 In the interest of BESCOM services, the total requirements of **Manpower on contract basis to FTNC Cell of C,O&M sub-divisions of West & South Circle, BMAZ South, BESCOM,** may vary. However such changes will be as per the provisions of KTPP Act.

11.0 **Minimum Qualification and knowledge required for Manpower:**

Sl No	**Name of the Manpower**	**Minimum Qualification required**	**No's**
1.	FTNC Coordinator	Candidate having Engineering degree with computer knowledge.	37
2.	Receptionist	Candidate having any degree with computer knowledge and good communication skills.	35
3.	Data Entry operator	Candidate having Diploma degree With computer knowledge.	35
	i) The above manpower personnel shall work as per the directions of the Sub- divisional office head. ii) The candidate provided shall be able bodied, physically fit and mentally sound, well trained and disciplined iii) Speaking, reading and writing in Kannada & English are must. iv) Should be within the age group of 18 to 45 years. v) They shall be able to work after office hours also if required.		

12.0 **Services Required by the BESCOM:**

12.1 The Agency shall be providing manpower services in BESCOM's premises as per the details given herein, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.

12.2 The BESCOM shall pay the charges as agreed between the BESCOM and the Agency at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.

12.3 The Agency shall provide manpower services in the BESCOM's premises to its entire satisfaction and it is the sole responsibility of the Agency that the work is executed in all respects in accordance with the Agency's obligations.

12.4 The agency shall meet all the medical expenses of outsource employees for which agency should have the medical/accident insurance policy for its employees.

13.0 **Agency's Obligations:**

13.1 The Agency shall provide manpower services at BESCOM's premises as per Schedule of Work / Requirements which may be amended from time to time by the Chief Engineer, BMAZ South, BESCOM during the Contractual period and it shall always form part and parcel of the Contract. The Agency shall abide by such assignments as provided by the Client from time to time.

13.2 The manpower so availed on contract basis shall be varied as per the decision of tender inviting authority in accordance with KTPP act.

13.3 The Agency shall provide manpower services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Agency only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & PF etc.) shall be paid by the Agency.

13.4 The Agency shall submit to The Chief Engineer, BMAZ South, BESCOM, the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time.

13.5 The Agency shall produce to the Chief Engineer, BMAZ South, BESCOM, the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.

13.6 The head of the Office, where the manpower are working, shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Agency reserves the right to remove any personnel with prior intimation to the head of the Office, where the manpower are working, emergencies, exempted.

13.7 The Agency shall cover its personnel for personal accident and death while performing the duty and the BESCOM shall own no liability and obligation in this regard.

13.8 The Agency shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements.

13.9 The Agency shall issue identity cards / identification documents to all its employees who will be instructed by the Agency to display the same.

13.10 The personnel of the Agency shall not be the employees of the BESCOM and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Agency shall make them know about this position in writing before deployment under this agreement.

13.11 The Agency shall also provide at its own cost all benefits statutory or otherwise to its employees and the BESCOM shall not have any liability whatsoever on this account. The Agency shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force which is applicable.

13.12 The Agency shall cover all its personnel under the relevant laws of EPF, Labour, ESI etc. Proof of the same should be submitted by the Agency monthly.

13.13 The Agency shall submit a copy of wages sheet showing monthly wages paid to its personnel.

13.14 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.

13.15 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Chief Engineer, BMAZ South, BESCOM.

13.16 The Agency shall not employ any person below the age of 18 years old.

13.17 Manpower so engaged shall be trained for providing services.

14 Agency's Personnel:

14.1 The Agency shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the assigned work at BESCOM premises and in sufficient number to undertake the responsibilities imposed upon the Agency under the Contract and to provide full attention for executing the work thereof.

14.2 The Agency shall submit its Organization Chart, showing therein the details of key personnel with their full contact details. The Agency shall also keep informing the Client of any change in its organization or its personnel

14.3 The personnel engaged by the Agency shall be dressed in neat and clean uniform (Including proper ID cards).

14.4 The agency personnel should have the Aadhar Numbers and the same should be submitted by the agency along with the monthly bills.

15 Agency's Liability:

15.1 The Agency shall completely indemnify and hold harmless the BESCOM and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Agency or any of its employees engaged in the provision of the manpower services to BESCOM.

15.2 The Agency shall not be liable in any way whatsoever and BESCOM hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly, caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks, Consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Agency or any of its employees engaged in the provision of manpower Services to BESCOM.

15.3 The Agency shall not Sub-Contract or Sub-let, transfer or assigns the contract or any other part thereof. In the event of the agency contravening this condition, the Chief Engineer, BMAZ South, BESCOM shall be entitled to place the contract elsewhere on the agencies risk and cost, and the agency shall be liable for any loss or damage, which the Chief Engineer, BMAZ South, BESCOM may sustain in consequence or arising out of such replacing of the contract.

16 BESCOM Obligations:

16.1 Except as expressly otherwise provided, BESCOM shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the manpower Services are to be provided required to enable Agency's employees to carry out the Services.

16.2 BESCOM officials shall comply with and fulfill the recommendations (if any), if deemed necessary by the Client, made in writing by the Agency in connection with the performance of the Services. BESCOM officials shall notify the Agency of any dishonest, wrongful or negligent acts or omissions of the Agency's employees

or agents in connection with the Services as soon as they become aware of them.

16.3 To enable the Agency to provide the manpower services, Chief Engineer (Ele), BMAZ South, BESCOM shall ensure that their staff is available to provide such assistance.

17 BESCOM shall not be under any obligation for providing empanelment to any of the personnel of the Agency after the expiry of the contract. **BESCOM does not recognize any employee, employer's relationship with any of the workers of the Agency.**

18 Agency, which is providing Manpower services, will be purely on contract basis and agency employees are not entitled to claim any permanent benefits from BESCOM.

19 The Agency shall ensure satisfactory standards by his staff posted as Manpower and loss to BESCOM caused due to negligence in duties, undesirable act, misbehavior and carelessness of its employees shall be borne by the Agency itself. In case if the services are not up to the mark, such Manpower has to be replaced at the request of local officers by the Agency.

20 Agency shall take the responsibility of inspecting their employees on duty on regular basis by appointing one supervisor. Agency shall inspect from time to time and ensure satisfactory performance of the employees provided.

21 The Tenderer shall pay not lesser than as per prevailing "Minimum Wages Act 1948".

22 Supervision:-

Agency shall take the responsibility of inspecting their manpower on duty on regular basis by maintaining two tier inspections by its superiors. Agency shall inspect from time to time and ensure satisfactory performance of the manpower services provided.

23 Replacement

Agency shall provide continuous service of manpower by making standby / reserve staff and no void shall be allowed. It is the primary responsibility of the Agency to provide un-interrupted continuous manpower at the designated locations.

The Agency shall make arrangement to provide weekly holidays and other holidays to manpower posted on duty by making alternate arrangements**.**

24 **Use of Contract Documents and Information:**

a) The Bidder shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or any Specification, or

Information furnished by or on behalf of the Employer in connection therewith, to any Persons other than a Person employed by the Agency/Bidder in the Performance of the Contract. Disclosure to any such employed Persons shall be made in confidence and shall extend only so far, as may be necessary for purposes of such Performance.

vi) The Bidder shall not, without the Employer's prior written consent, make use of any Document or information enumerated in various Contract Documents except for purpose of performing the Contract.

vii) The Bidder shall not communicate or use in Advertising, Publicity, Sales Releases or in any other Medium, Photographs or other reproduction of the Works under this Contract, or descriptions of the Site, Dimensions, Quantity, Quality or other information, concerning the Works unless prior written permission has been obtained from the Owner/Employer.

25 Remunerations:-

Agency shall be responsible for the payment of salaries and other benefits, including ESI, PF, etc., and any other statutory liabilities to its employees. BESCOM will not be responsible for non-payment of remunerations to the agency employees, under any circumstances.

26 <u>Mode of payment</u>:

i. The successful bidder/agency shall submit pre-receipted bill in duplicate with certification from the O&M sub-divisional AEE (El), duly countersigned by the concerned Circle Superintending Engineer (Elec), for satisfactory completion of the work for payment of remuneration, of the Staff to the Chief Engineer, El, C,O&M, BMAZ South, BESCOM before 7th of the succeeding month. 100% payment on monthly basis will be made in RTGS mode after effecting applicable recoveries before 15th of the succeeding month.

ii. It is mandatory that, the agency shall make the payment to its employees within 7th of the every month irrespective of payment received from BESCOM. It is the responsibility of the bidder to produce previous month's ESI, PF contribution receipts and salary aquittance of the deployed staff along with the bill for payment. This shall be strictly adhered to, before making payment. **For any lapses the bidder will be penalized ₹. 1,000/- per day subject to maximum of ₹. 25,000/- per month.**

iii. Before passing the bill, the accounts officer should ensure that the Agency shall produce bank statement of each manpower, as proof for having paid the previous month salary to the individual manpower SB

account and EPF and ESI to the individual employees of the said contract order.

iv. The Agency should produce the salary slip by showing the authenticated EPF code, ESI code and corresponding EPF & ESI deduction statement to the individual employees of the said contract order and all other statutory requirement.

v. The agency should produce copy of the cheque presented to the bank for remittance of salary & copy of bank par-sheet for having debited the same amount, along with the acquaintance list of all manpower provided, along with the bill for payment. This shall be strictly adhered to before making payment.

vi. The Agency shall arrange to pay EPF, ESI, and GST in respect of the persons deployed in BESCOM directly to the respective Government/Central Government Departments at prevailing rates from time to time be paid directly by the agency using their registered code. The concerned paid challans with applicable Certificates shall be furnished for verification to BESCOM along with the bills of succeeding month by Agency. Remittance of such amount is wholly the responsibility of the Agency.

vii. The payment shall be restricted to the no. of Manpower services availed during that particular month as certified by the sub-division Assistant Executive Engineer.

viii. In case the bidder fails to fulfill the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the bidder is liable to be blacklisted by the Client, in addition to forfeiting of the monthly bills and Performance Security Deposit.

ix. The agency shall furnish the following original documents/enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.

1) Monthly attendance registers.
2) Attested copy of challan consisting details of EPF/ESI and GST paid during previous month to the respective Govt/Central authorities along with the Employees details.
3) Copy of EPF paid in the formats such as 5A, 10, 12A and ESI paid in format 7.
4) Copy of format 3A and A for annual EPF paid and format 6 for half yearly ESI paid.
5) Copy of GST paid in the respective format.
6) Aadhaar Number of each Employee.

7) Each year during the month of December, Rs 20/-from each employee has to be deducted towards Labour Welfare Fund and a contribution of Rs.40/- (each) from the contract agency side has to be paid to Welfare Commissioner, Karnataka Labour Welfare Board, My sugar building 2nd Floor, J.C Road, Bangalore-2. The payment details pertaining to this has to be furnished in the next subsequent monthly bill.

27. Selected personnel shall be issued a laminated I.D. affixing latest photograph with details of Name, EPF & ESI Account numbers, designation, Name of the Agency, date of appointment, any other details etc by the agency and should be strictly worn by individual staff during office hours.

28 All provisions related as per the Acts noted below shall be provided to the employees by the Agency only and Agency shall provide all related benefits under these following workmen's act related to Labour law.

a. Minimum Wages Act, 1948.
b. Payment of Wages Act, 1936.
c. Contract Labour (Regulation and Abolition) Act, 1970.
d. Employees PF and Miscellaneous Provision Act, 1952.
e. Employees State Insurance Act, 1948.
f. Workmen's Compensation Act
g. Gratuity Act and related all Labourers Law and Rules pertaining to labourers.

Providing benefits as per above Laws to its employees is the responsibility of the contract Agency itself and any default in compliance, the agency shall be held responsible.

29 For the successful Tenderer the rate quoted by the firm is only applicable and shall be not entitled for any other charges.

30 **Variation in statutory payments:**

Any increase in the minimum wages, taxes, statutory payments etc., will be borne by BESCOM and in case of decrease in taxes and statutory payments the difference shall be passed on to BESCOM by the agency.

31 **Agreement:-**

The successful Tenderer shall furnish an agreement on Rs.500/- stamp paper in the prescribed format within 15 days from the date of letter of Intent. The Successful Tenderer shall also furnish the details of Employees name, EPF/ESI Account No if available within fifteen days from the date of issuing of contract order. If ESI,EPF of agency's employees Account number is not available, the same shall be submitted to billing section within **30 days** from the date of contract order, failing

which the award will be cancelled and the bidder is liable to be blacklisted.

32 The Manpower engaged by the firm will be the Employees of Contract Agency only and at any cost they **will not be considered** as employees of BESCOM.

33. In case of any accidents, injuries etc to the engaged staff of the agency, compensation shall be payable to the next kith and Kin by the contract agency only and BESCOM is not responsible in any way.

34. The Agency will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation & Abolition) Act 1970 and also under the order issued by the Government of Karnataka there under, and for its non-compliance, the Agency shall be responsible for penalties levied by the appropriate authority under the Act. The Agency shall also be liable to comply with all other Labour and Industrial Laws and such other Acts and Statutes (including Factories Act, Payment of Bonus Act, etc.,). Depositing of PF contribution as may be applicable is the responsibility of the Agency at his own expenses and shall not be reimbursed by the BESCOM. Any default in compliance, the Agency shall be held responsible.

35. The BESCOM shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the Agency. The BESCOM shall also be not liable for breach of any Labour Laws or any other Laws for the time being in force. The Agency shall not be entitled to any other allowances or benefits which are not included in the contract.

36. Incase the Tenderer, subcontract the tender to other contract agency, such Tenderer will be rejected by giving 7 days notice. Any loss on account of such acts to BESCOM shall be borne entirely by the agency itself.

37. This contract is for a period of One Year and further extendable for one more year with mutual consent. In case of any unsatisfactory situations the Chief Engineer, BMAZ South, BESCOM, has the right to cancel the order without giving any notice. Contract Agency and its employees have no right to disclose any Technical secrecy, Commercial secrecy and Social secrecy of BESCOM to others.

38. The bidder shall agree to BESCOM regulations and shall arrange to effectively carry out the social and other responsibilities. Staff of service provider shall not misbehave with Consumer or BESCOM permanent employees or officers nor shall cause any loss to BESCOM property. For any such lapses the Tenderer is solely held responsible.

39. The Chief Engineer, C,O&M, BMAZ South, BESCOM has full right to accept or reject the offers.

40. Dispute: In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement and the decision of Chief Engineer, C,O&M, BMAZ South, BESCOM, shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate courts in Bangalore jurisdiction and In case of any dispute between the Agency and the engaged manpower, BESCOM will not be a party and this has to be settled by the Agency himself at his own cost.

41. Employees provided by Contract Agency is not entitled for any permanency benefit in BESCOM.

42. The minimum wages to be provided to the manpower shall not be lesser than prevailing "Minimum Wages" fixed in the latest Govt. Notification for FTNC Co ordinator/Project Engineer, Data Entry Operator & receptionist under employment not covered in any of the scheduled employment section .

43. The bidder shall quote service charge per person per month for every category of manpower without GST .

44. Validity: The validity of this offer shall not be less than **180 days** from the date of Bid opening. This shall be clearly stated in the Bid.

45. In case of unforeseen conditions the due date of opening of Bid is declared holiday, the Bid shall be opened on the next working day.

46. The Chief Engineer, BMAZ South, BESCOM reserves the right to accept/reject any or all the Bid without assigning any reason whatsoever.

47. The rates quoted should be both in words and in figures and should be the same. There should not be any erasure or over writing in the quotations.

48. Whatever, may be the conditions of sales specified or indicated in the quotation, it is only the conditions indicated in the order and Bid notification that will be binding upon the BESCOM, and if the successful Bidder finds on receipt of the order his inability to accept any of the terms/conditions, he shall raise the issue specifically and get the matter clarified.

49. SECURITY DEPOSIT:

a) The Security deposit shall be paid as intimated. The bidder shall pay Security Deposit against Performance in the form of bank guarantee

equal to **5% of the total contract value** payable to Chief Engineer, (Ele.,) C,O&M, BMAZ South, BESCOM, NT Road, Bangalore-1.

b) The security deposit **shall be paid within two weeks from the date of the letter of intent** or shall be along with the acknowledgment for having received the contract order whichever is earlier. The Bank Guarantee need to be obtained with **90 days claim period**.

c) In case you fail to furnish the required Security Deposit within the prescribed date, the Contract Order will be cancelled.

d) The Security Deposit will be discharged without any interest after 90 days from the date of end of completion of Contract period.

50. TERMINATION FOR CONVENIENCE

Chief Engineer, C,O&M, BMAZ South, BESCOM may, by written notice sent to the agency, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify the termination is for BESCOM's convenience, the extent to which providing manpower services under the contract is terminated and the date upon which such termination is effective.

The agency upon receipt of such notice shall discontinue for providing manpower services on the date and to the extent specified in the notice, make all reasonable efforts to stop all further manpower services terminated.

51. TERMINATION OF CONTRACT:

The Contract is liable to be terminated at the absolute discretion of Chief Engineer, C,O&M, BMAZ South, BESCOM without assigning any reasons on the following grounds and the Security Deposit paid by the Agency will be forfeited.

a. The services to be found unsatisfactory.
b. Breach of any terms of the contract
c. If the agency fails to provide the services as per the agreed terms and on violation of any of the terms of the contract, the firm is liable to be blacklisted besides termination of the contract.
d. If the agency fails to remit the ESI&PF amount of its employees to the concerned authority.
e. If the agency fails to make payment to manpower within the time specified above under respective clause.
f. If found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date.

The decision of the company shall be final as regards the acceptability of services provided.

52. Penalty:

a. In case the agency fails to provide the services of required manpower from the date of contract order or partial service is

provided, a penalty at the rate of ½% per week subject to a maximum of 10% of the remuneration payable had they been provided will be deducted from the amount to be paid to the Agency for the delayed deployment of manpower.

b. The agency shall disburse salary to its deployed manpower latest by 7th of every month, failing which penalty of ₹. 1,000/- per day will be imposed subject to maximum of ₹.25,000/- per month.

c. In case the agency fails to comply the terms and conditions as per the contract order the Security Deposit/ Performance Bank Guarantee will be forfeited and Bank guarantee will be encashed. The BESCOM will have the power to appoint any other agency for the manpower services at the risk and cost of the agency.

d. In case the agency fails to fulfill the minimum statutory requirements (ESI/EPF) as per the conditions of the tender documents and fails to produce the concerned documents, it shall be treated as breach of the contract and the **agency is liable to be blacklisted by the BESCOM, in additions to forfeiting of the monthly bills and performance security deposit**.

e. In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of agency failing to provide requisitioned number of manpower, the BESCOM shall make deductions at double the rate of hiring rate on pro rata basis from the bills preferred by the agency or that may become due to the agency under this or any other contract or from the security deposit or may be demanded from him to paid within seven days to the credit of the BESCOM.

53. **Risk and Cost Service**: In the event, the Agency fails to execute the awarded work or is not able to deliver the work of quality or within the stipulated time period, Chief Engineer, C,O&M, BMAZ South, BESCOM, shall be at liberty to carry out pending activities or the total scope of contract through a Third Party and recover the expenses from the original agency. The Cancellation of Work contract may be either for whole or part of the Work contract, and will be at the Chief Engineer, C,O&M, BMAZ South, BESCOM, option. However, before such cancellation, the Chief Engineer, C,O&M, BMAZ South, BESCOM, shall give four weeks' notice to the agency for taking corrective action. In case, the service provider does not take necessary corrective action to Chief Engineer, C,O&M, BMAZ South, BESCOM, satisfaction, within the said period of four weeks, Chief Engineer, C,O&M, BMAZ South, BESCOM, shall be at liberty to terminate the Work contract in part or whole. Chief Engineer, C,O&M, BMAZ South, BESCOM, may avail, upon such terms and in such manner, as it deems appropriate, services similar to those so

terminated. The service provider shall be liable to the BESCOM for any losses, excess costs for such/similar services, provided that the service provider should continue the performance of the Work contract to the extent not terminated under the provisions of this clause. If in the opinion of Chief Engineer, C,O&M, BMAZ South, BESCOM, the service provider is not be able to correct the fault even after notice, and the Chief Engineer, C,O&M, BMAZ South, BESCOM, may terminate the Work contract at the risk and cost of the service provider.

54. Liability for Accidents, injure, illness etc: The company shall not accept any liability whatsoever for any accident injuries or illness etc., caused to any personnel deployed by the Agency during the course of duties. The Agency shall be solely responsible for all such happenings.

55. Compensation for losses due to thefts and pilferages: In the event of the company incurring any loss due to any thefts or pilferage occurring in any area/post/building due to the Agency's personnel, the agency shall compensate in full such loss as may be assessed by the company, if it is proved after investigation that, such loss is attributable to the negligence or slackness or connivance of the agency personnel such amount as mentioned above shall be deducted from the agency bill and or any other amount as may be due to him. Concerned BESCOM officer, shall lodge complaint with the jurisdictional police regarding such on occurrence. The agency shall also investigate into the matter and communicate the result of such investigation to the Chief Engineer, C,O&M, BMAZ South, BESCOM. He shall assist the company, police or any other authorities in their investigation. If the property is recovered by the company or police, the cost of such property shall be refunded to the agency, if already recovered by him less the cost of damages to such property as assessed by the BESCOM. Restoration of such property from police or courts shall be the responsibility of the agency.

56. Termination for convenience:

The Chief Engineer, BMAZ South, BESCOM, may by written notice sent to the agency, terminate the contract, in whole or in oart at any time for its convenience. The notice of termination shall specify the termination is for BESCOM's convenience, the extent to which providing manpower services under the contract is terminated and the date upon which such termination is effective.

The agency upon receipt of such notice shall discontinue for providing manpower services on the date and to the extend specified in the notice.

57. Termination of contract:

The Chief Engineer, BMAZ South, BESCOM, may without prejudice to any other remedy for breach of contract by 15 days written notice of default sent to the service provider, terminate the contract in whole or in part.

57.1 If the service provider fails to provide the service within the time period (s) specified in the contract.

57.2 If the agency fails to perform any other obligation(s) under the contract.

Sd/-

Chief Engineer (Ele)

C,O&M, BMAZ South,

BESCOM